

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

CIVIL SERVICE COMMISSION

One Ashburton Place, Room 503
Boston, MA 02108
617.727.2293

COURY GARSIDE,
Appellant,

v.

D1-12-131

FALL RIVER FIRE DEPARTMENT,
Respondent

Appearance for Appellant:

John P. Francoeur, Esq.
Levin & Levin
138 Rock Street
P.O. Box 2566
Fall River, MA 02722

Appearance for Respondent:

Gary P. Howayeck, Esq.
Office of the Corporation Counsel
1 Government Center
Fall River, MA 02720

Commissioner:

Christopher C. Bowman

DECISION

Procedural History

Pursuant to G.L. c. 31, § 43, the Appellant, Coury Garside (Mr. Garside), filed a timely appeal with the Civil Service Commission (Commission) on March 29, 2012, contesting the decision of the Fall River Fire Department (City) to terminate him as a firefighter from the Fall River Fire Department (Department). A pre-hearing conference was held at the UMASS School of Law in Dartmouth on May 25, 2012 and two (2) days of full hearing were held on September 28, 2012 (in Dartmouth) and November 8, 2012 (at Fall River City Hall). Neither party requested a public hearing, so the hearing was deemed private. The witnesses were sequestered.

The hearing was digitally recorded and the parties were provided with two (2) CDs of the hearing. The parties submitted post-hearing briefs on December 13, 2012 (City) and December 14, 2012 (Mr. Garside).

Summary

By a preponderance of the evidence, the City has shown that it had just cause to terminate Mr. Garside from his position as a firefighter for testing positive for marijuana as part of a urine drug test, in violation of a Last Chance Agreement that he signed months earlier after being criminally charged with possession of a class B substance and conspiracy to violate the drug laws.

FINDINGS OF FACT

Based on the sixteen (16) exhibits entered into evidence, the stipulations of the parties, the testimony of:

Called by the City:

- Leslie Parent, medical assistant, Southcoast Hospital;
- Dr. Philip Adamo, contract medical review officer, Southcoast Hospital;
- William Silvia, Fire Chief, City of Fall River (Appointing Authority);

Called by Mr. Garside:

- Alison Garside, Mr. Garside's wife;
- Coury Garside, Appellant;

and taking administrative notice of all matters filed in the case and pertinent statutes, regulations and policies, and reasonable inferences therefrom, a preponderance of the evidence establishes the following findings of fact:

1. Mr. Garside is thirty-eight (38) years old. He grew up in Fall River and graduated from BMC Durfee High School in 1992. He currently resides in Westport with his wife and young child. (Testimony of Mr. Garside)

2. After graduating from high school, Mr. Garside enlisted in the United States Navy and served aboard the USS Callaghan, a battle missile destroyer, in various firefighting roles. He completed numerous firefighter training programs while enrolled in the Navy. He is a Persian Gulf veteran and was honorably discharged in 1995. (Testimony of Mr. Garside)
3. From 1995 to 2005, Mr. Garside was employed at various jobs including forklift operator and journeyman carpenter. (Testimony of Mr. Garside)
4. In 2005, Mr. Garside became a Westport, Massachusetts on-call firefighter after receiving training from that department. (Testimony of Mr. Garside)
5. In April 2007, Mr. Garside was appointed as a permanent, full-time firefighter in Fall River. He attended the training academy for firefighters, where he served as President of his class and graduated first in his class. (Testimony of Mr. Garside)
6. After graduating from the fire academy, Mr. Garside was assigned to Engine 7 at the Flint Fire Station, where he worked for a little over two and a half (2 ½) years. On Engine 7, Mr. Garside was a “back man”, and assisted his lieutenant with basic firefighting jobs. (Testimony of Mr. Garside)
7. After working on Engine 7, Mr. Garside went to Ladder 4, where he was an extra man, but generally worked as a “tiller man”. He was on Ladder 4 for approximately one (1) year. (Testimony of Mr. Garside)
8. In April 2011, Mr. Garside sustained an off-duty injury (torn ligament in his right wrist) while performing work on his home. (Testimony of Mr. Garside)
9. Mr. Garside received treatment at a walk-in clinic in Westport, where he was prescribed a pain killer (Percocet) by a doctor that is not his primary care physician. (Testimony of Mr. Garside)

10. Mr. Garside received fifty (50) Percocet (including one (1) refill), which was intended to last for thirty (30) to forty (40) days. (Testimony of Mr. Garside)
11. When Mr. Garside sought to renew the prescription for Percocet from the doctor at the walk-in clinic in Westport, he was told that he (Mr. Garside) should have already weaned himself off the pain killers. (Testimony of Mr. Garside)
12. Mr. Garside then made an appointment with his primary care physician and requested that the prescription for Percocet be renewed. His primary care physician declined to renew the prescription. (Testimony of Mr. Garside)
13. Mr. Garside acknowledged that he had become dependent on the pain killers at this point and that he sought to purchase them without a prescription. (Testimony of Mr. Garside)
14. Beginning in June 2011, Mr. Garside began purchasing Percocet from an individual without a prescription “a handful of times”. (Testimony of Mr. Garside)
15. On June 15, 2011, an off-duty police officer saw Mr. Garside get into the car of an individual from whom Mr. Garside was purchasing Percocet. The off-duty police officer searched Mr. Garside and found two (2) or three (3) Percocet on his person. (Testimony of Mr. Garside)
16. Mr. Garside was subsequently charged with possession of a class B substance and conspiracy to violate drug laws. (Testimony of Mr. Garside and Exhibit 16)
17. While the criminal charges were pending, Mr. Garside was placed on paid administrative leave by then-Fire Chief Paul Ford. (Testimony of Mr. Garside)¹

¹ The charge of possession was dismissed at the request of the Commonwealth. The charge of conspiracy to violate drug laws was dismissed on the recommendation of the Probation Department after the payment of court costs.

18. When a Fall River firefighter is found to have a substance abuse problem, they are allowed to keep their job if they agree to undergo rehabilitation; enroll in the City's Employee Assistance Program (EAP) and sign a "Last Chance Agreement". (Testimony of Chief Silvia)
19. A "Memo of Agreement" between the City and the local firefighters' union was signed in 2002 stating in relevant part that, "Any and all substance abuse problems that have manifested themselves in a non-serious but corrective nature such as (but not limited to) attendance problems, attitude problems or the like will be dealt with on a last chance basis. The agreement attached hereto as Exhibit "A" shall be the format for the last chance agreement for all such employee problems in the future." (Exhibit 13)
20. Six (6) other Fall River firefighters have signed a Last Chance Agreement and other firefighters have been subsequently terminated for violating the terms of the Last Chance Agreement. (Testimony of Chief Silvia)
21. From June 20, 2011 to June 24, 2011, Mr. Garside was an inpatient at Gosnold Treatment Center in Falmouth, MA. (Exhibit 14)
22. Mr. Garside attended and completed the EAP program and was cleared to return to work. (Testimony of Mr. Garside)
23. On July 12, 2011, Mr. Garside, his union representative and then-Fire Chief Paul Ford executed the same Last Chance Agreement that has been used in similar cases involving substance abuse issues. (Exhibit 6 and Testimony of Chief Silvia)
24. The Last Chance Agreement states that: 1) Mr. Garside will be subject to random drug testing; 2) any absences related to stress or psychological issues will be grounds for termination; 3) any illnesses or absences by Mr. Garside will automatically subject him to a drug test; 4) medical documentation will be required for all future absences related to illness;

- 5) any workplace violence committed by Mr. Garside will be grounds for termination; and 6) “If, in the future Coury Garside fails to fully meet his duties and responsibilities as a firefighter, as determined solely by the Chief of the Fall River Fire Department, then Coury Garside will be subject to ... termination ...” (Exhibit 6)
25. Also on July 12, 2011, then-Chief Ford penned a letter to Mr. Garside admonishing him for his actions and also stating in part, “ ... understand this: Should you be found abusing drugs in the future, or in violation of any drug laws, your termination will be immediate.” (Exhibit 5)
26. Shortly after signing the July 12, 2011 Last Chance Agreement, Mr. Garside returned to his duties as a Fall River firefighter. (Testimony of Mr. Garside)
27. On December 31, 2011, Mr. Garside and his wife attended a New Year’s Eve party at a friends’ house with several other couples. He recalls consuming brownies that had been brought by one of the couples. (Testimony of Mr. Garside)
28. On January 16, 2012, Mr. Garside fell on an ice patch in his home driveway and sought treatment at St. Anne’s Hospital in Fall River. (Testimony of Mr. Garside and Ms. Garside and Exhibit 12)
29. Mr. Garside was examined and discharged by the emergency room medical personnel and given a prescription for a lidocaine external patch and thirty (30), 600 mg tablets of Motrin. (Testimony of Mr. Garside and Exhibit 12)
30. Mr. Garside missed one (1) shift as a result of his January 16, 2012 injury. (Testimony of Mr. Garside)
31. On January 20, 2012, Mr. Garside was on duty and attending a drill at Bristol Community College. At approximately 10:00 A.M., Mr. Garside was informed by a District Fire Chief

that he was being subject to a random drug test. The District Fire Chief drove Mr. Garside to Charlton Memorial Hospital for the drug test. (Testimony of Mr. Garside)

32. During the drive to Charlton Memorial Hospital, Mr. Garside expressed concern that the lidocaine patch he was wearing could impact the test results. He was told to inform the lab personnel of his concern. (Testimony of Mr. Garside)

33. Leslie Parent is a medical assistant at Charlton Hospital (part of Southcoast Hospital Group). She received a certification to be a medical assistant at Salter School in New Bedford, MA. She began working at Charlton Hospital on January 2, 2012. Before becoming a medical assistant, she was a mobility aide at St. Luke's Hospital (also part of the Southcoast Hospital Group). (Testimony of Ms. Parent)

34. Ms. Parent was responsible for ensuring that Mr. Garside provided a urine sample and sending it to Quest Diagnostics. (Testimony of Ms. Parent)

35. Ms. Parent did not remember conducting this specific test, but she recognized that she signed the documentation that verifies she took Mr. Garside's urine sample on January 20, 2012. (Testimony of Ms. Parent)

36. Ms. Parent had on-the-job training regarding the taking of urine samples and followed procedures contained within Southcoast Hospital Group's Occupational & Employee Health Drug and Alcohol Testing Program. (Testimony of Ms. Parent and Exhibit 8)

37. The process for taking a urine sample includes: 1) having the individual register at the front office by providing his/her name, date of birth, street address and photo identification, along with the referral form from the Fall River Fire Department showing that he is there for a random drug screening; 2) personally verifying the individual's photo identification prior to him/her giving the sample; 3) instructing the individual to empty his/her pockets and putting

the contents into a locked cabinet; 4) sanitizing her hands; and 5) instructing the individual to urinate at least 30 ml into a specimen cup and then leave the cup on the counter. (Testimony of Ms. Parent)

38. After collecting the sample from Mr. Garside, Ms. Parent placed a chain of custody sticker on the sample and placed in a sealed Quest Diagnostics bag for pick-up. (Testimony of Ms. Parent)

39. The sample was transported to Quest Diagnostics' Forensic Toxicology Lab in Norristown, PA for testing. (Exhibit 7)

40. The sample screened positive for marijuana metabolites by enzyme immunoassay technique (EIA) and was confirmed positive (using the same sample) for marijuana metabolite by Gas Chromatography / Mass Spectrometry (GC/MS). (Exhibit 7)

41. Dr. Philip Adamo has been the the Medical Director of Employee Health and Occupational Injury Care at UMASS Medical Center in Worcester since April 2012. He was in private practice from 2003 to 2012 as well as serving at the Medical Director of the Occupational Medical Center in Shelton, CT. He was also the City Physician for Pittsfield, MA from 1998 to 2012, providing pre-placement evaluation for all new City employees as well as injury evaluation and treatment and fitness for duty evaluations for non-work related injuries. He is currently chairman of the Pittsfield Board of Health. He was certified as a "Medical Review Officer" in 1994, 1998, 2003 and 2009. He graduated from the Universidad Del Noreste in Tampico, Tamaulipas, Mexico in 1982 and received as Masters in Public Health from the Medical College of Wisconsin in 1997. (Testimony of Dr. Adamo and Exhibit 11)

42. In January 2012, while in private practice, Dr. Adamo had a contract with Southcoast Hospital Group to serve as a Medical Review Officer (MRO). As an MRO, he was

responsible for reviewing the drug test results provided by such laboratories as Quest Diagnostics. (Testimony of Dr. Adamo)

43. On January 20, 2012, Southcoast Hospital Group faxed two (2) pages to Dr. Adamo related to the Mr. Garside's drug test. Page 1 of the fax is a chain of custody form and Page 2 is a Laboratory Report listing the test results for ten different drugs, including marijuana. (Exhibit 1)
44. The Quest Diagnostic Laboratory Report indicated that Mr. Garside testified "POSITIVE" for marijuana metabolites and negative for the nine (9) other drugs for which the sample was screened. The report indicates that the "cut-off" for the initial EIA test for marijuana is 50 ng / ml and that the cut-off for second, confirmatory GC/MS test is 5 ng / ml for marijuana. The Laboratory report provided to Dr. Adamo, however, does not indicate the actual level of marijuana metabolites in Mr. Garside's sample. (Exhibit 1)
45. It is Dr. Adamo's understanding that 50 ng / ml is the standard cut-off for the initial EIA test for marijuana for most commercial laboratories and that 5 ng / ml is "usually" the standard for the second, confirmatory GC/MS test. (Testimony of Dr. Adamo)
46. At the beginning of the second day of hearing (November 8, 2012), the parties stipulated, on the record, that: 1) on September 28, 2012, Mr. Garside received the complete Quest Diagnostic Testing package that has been marked as Exhibit 7; 2) the full package was sent to a medical expert hired by Mr. Garside; 3) Mr. Garside's medical expert reviewed the full test results and concluded that the test was done properly and that the test results were accurate. (Stipulation of the Parties)²

² As a result of this stipulation, the City opted not to call a witness from Quest Diagnostics to testify about the testing process and/or the specific results (i.e. – how many ng/ml Mr. Garside registered on the initial and follow-up tests.

47. On January 23, 2012, after reviewing the laboratory report from Quest Diagnostics and verifying that the test result for marijuana metabolites, Dr. Adamo, per the standard protocol, called Mr. Garside and read him a prepared script. The script, in part, states in relevant part that, “the purpose of the interview is to provide you the opportunity to voluntarily share information with me that might explain a positive result ...”. (Exhibit 1)
48. During the January 23, 2012 conversation, Mr. Garside denied using marijuana and asked whether passive inhalation could result in a positive test. (Testimony of Dr. Adamo and Exhibit 1)
49. As part of the proceedings before the Commission, Mr. Garside maintained that, with the exception of a few occasions in high school, he has never smoked marijuana. He speculated that the sample may have screened positive for marijuana as a result of second-hand inhalation at fire scenes or possibly as a result of tainted brownies at the New Year’s Eve parties that he and his wife attended on December 31, 2011. (Testimony of Mr. Garside)
50. Dr. Adamo is not aware of any studies or reports that show that passive inhalation (or the use of prescription pain medication (other than marijuana)) could result in a positive urine test result for marijuana metabolites. He is aware of studies, however, that show the opposite, where individuals were placed in a room where marijuana was being smoked. The individuals were then administered a urine test which screened negative for marijuana metabolites. (Testimony of Dr. Adamo)
51. It is Dr. Adamo’s understanding that marijuana metabolites will usually be detectable in an individual’s urine for approximately 2-3 days if they are not a habitual user and for approximately 21-30 days for habitual users, although those timeframes could vary somewhat depending on the individual’s body fat. (Testimony of Dr. Adamo)

52. After speaking with Mr. Garside, Dr. Adamo checked off the “positive-verified” box on the MRO worksheet and returned it to Southcoast Hospital Group. (Testimony of Dr. Adamo and Exhibit 1)
53. On January 23, 2012, Fire Chief Silvia was informed that Mr. Garside’s urine sample had tested positive for marijuana. He immediately placed Mr. Garside on paid administrative leave (Testimony of Chief Silvia)
54. On February 8, 2012, Mr. Garside was sent a written notice informing him of a disciplinary hearing to be held on February 14, 2012. The hearing was subsequently postponed to March 14, 2012. (Exhibits 2 and 3)
55. Chief Silvia concluded that, by testing positive for marijuana while on duty, Mr. Garside had violated Paragraph 6 of the Last Chance Agreement by “fail[ing] to fully meet his duties and responsibilities as a firefighter, as determined solely by the [Fire] Chief ...” Chief Silvia also considered that Mr. Garside had been notified, via letter, by former Chief Ford that further abuse of drugs or violation of drug laws would result in Mr. Garside’s termination. (Testimony of Chief Silvia and Exhibits 5 and 6)
56. Other Fall River firefighters who signed the same Last Chance Agreement, and then tested positive for illegal drugs, were also terminated. (Testimony of Chief Silvia)

LEGAL STANDARD

G.L. c. 31, § 43, provides:

“If the commission by a preponderance of the evidence determines that there was just cause for an action taken against such person it shall affirm the action of the appointing authority, otherwise it shall reverse such action and the person concerned shall be returned to his position without loss of compensation or other rights; provided, however, if the employee by a preponderance of evidence, establishes that said action was based upon harmful error in the application of the appointing authority’s procedure, an error of

law, or upon any factor or conduct on the part of the employee not reasonably related to the fitness of the employee to perform in his position, said action shall not be sustained, and the person shall be returned to his position without loss of compensation or other rights. The commission may also modify any penalty imposed by the appointing authority.”

An action is "justified" if it is "done upon adequate reasons sufficiently supported by credible evidence, when weighed by an unprejudiced mind; guided by common sense and by correct rules of law." Commissioners of Civil Service v. Municipal Ct. of Boston, 359 Mass. 211, 214 (1971); Cambridge v. Civil Service Comm’n, 43 Mass.App.Ct. 300, 304, rev.den., 426 Mass. 1102, (1997); Selectmen of Wakefield v. Judge of First Dist. Ct., 262 Mass. 477, 482 (1928). The Commission determines justification for discipline by inquiring, "whether the employee has been guilty of substantial misconduct which adversely affects the public interest by impairing the efficiency of public service." School Comm. v. Civil Service Comm’n, 43 Mass. App.Ct.486, 488, rev.den., 426 Mass. 1104 (1997); Murray v. Second Dist. Ct., 389 Mass. 508, 514 (1983)

The Appointing Authority's burden of proof by a preponderance of the evidence is satisfied "if it is made to appear more likely or probable in the sense that actual belief in its truth, derived from the evidence, exists in the mind or minds of the tribunal notwithstanding any doubts that may still linger there." Tucker v. Pearlstein, 334 Mass. 33, 35-36 (1956).

When an Appointing Authority relies on scientific evidence provided through expert witnesses, the Commission is mindful of the responsibility to ensure: (a) the scientific principles and methodology on which an expert’s opinion is based are grounded on an adequate foundation, either by establishing “general acceptance in the scientific community” or by showing that the evidence is “reliable or valid” through an alternative means, e.g., Canavan’s Case, 432 Mass. 304, 311, 733 N.E.2d 1042, 1048 (2000) citing Commonwealth v. Lanigan, 419 Mass. 15, 641 N.E.2d 1342 (1994); (b) the witness is qualified by “education, training, experience and

familiarity” with special knowledge bearing on the subject matter of the testimony, e.g., Letch v. Daniels, 401 Mass. 65, 69-69 (1987); and (c) the witness has sufficient knowledge of the particular facts from personal observation or other evidence, e.g., Sacco v. Roupenian, 409 Mass. 25, 28-29 (1990).³

ANALYSIS

The proceedings here lacked the acrimony that often accompanies termination cases before the Commission. That was in part due to the professionalism of counsel for both parties, but also because it appeared that neither party welcomed the final outcome, the termination of an otherwise-exemplary Fall River firefighter.

Several years after serving honorably in the United States Navy, Mr. Garside embarked on his dream of becoming of a firefighter, first serving as an on-call firefighter in Westport and then becoming a full-time firefighter in Fall River. He graduated at the top of his fire academy class in 2007 and served the City well for approximately four (4) years.

After sustaining an off-duty injury in 2011, Mr. Garside was prescribed Percocet to treat the pain associated with his injury. Mr. Garside acknowledges that he became addicted to these pain killers, and, after unsuccessful attempts to obtain a refill, began purchasing Percocet illegally. He was eventually charged with possession of a class B substance and conspiracy to violate drug laws.

Upon being informed of the charges against Mr. Garside, the City placed him on administrative leave and gave him the same options provided to other similarly situated

³ As to the latter point, the Commission’s notes that it is granted broader discretion in the admission of evidence than permitted in the Massachusetts courts. Compare G.L.c.30A, §11(2) with Department of Youth Services v. A Juvenile, 398 Mass. 516, 531(1986).

employees in the past: 1) enter rehabilitation, seek assistance from EAP and sign a last-change agreement; or 2) be terminated. Mr. Garside, seeking to preserve his employment, entered rehabilitation, sought assistance from EAP and, after consulting with the local union president, signed a last chance agreement.

Several months after returning as a firefighter, Mr. Garside was out sick due to an injury he sustained in his driveway while shoveling snow. That absence, consistent with the last chance agreement, triggered a decision by the City to have Mr. Garside submit to a random drug test.

While on duty, Mr. Garside was driven to a local testing site and ordered to provide a urine sample that was used to test for the presence of ten (10) different drugs. The initial urine sample test and the safety-net test produced positive results for marijuana metabolites. Mr. Garside does not dispute the validity of the testing procedure or the accuracy of these test results. Mr. Garside, insists, however, that he has not used marijuana since he was in high school approximately twenty (20) years ago. He speculates that the sample, taken on January 20, 2012, may have tested positive because he consumed brownies that may have been tainted with marijuana at a New Years Eve party on December 31, 2011, approximately twenty (20) days earlier. Dr. Adamo, an expert witness whose testimony I credit, stated that, unless you are a habitual user, marijuana metabolites will usually only be detectable in an individual's urine for approximately 2-3 days after use.

Based on the positive drug test results, the City terminated Mr. Garside as a firefighter, arguing that Mr. Garside had violated the terms of the last chance agreement by “fail[ing] to fully meet his duties and responsibilities as a firefighter, as determined solely by the Chief of the Fall River Fire Department.”

Mr. Garside now argues that the last chance agreement was: 1) too onerous (no end date); and 2) flawed because it does not explicitly state that a positive drug test result will result in termination. The City argues that the last chance agreement was a valid agreement between the parties and that the Fire Chief was well grounded in determining that Mr. Garside was not meeting his duties and responsibilities of a firefighter when he tested positive for marijuana while on duty.

The last chance agreement is valid and I give it significant weight. Instead of terminating Mr. Garside after learning that: 1) he was charged with two felonies related to the illegal purchase of pain medication without a prescription; and 2) he was addicted to Percocet; the City provided Mr. Garside with the same options that it had provided to other similarly situated employees, which included the execution of the last chance agreement. That agreement explicitly permitted random drug testing of Mr. Garside and for his termination if the Fire Chief determined that he wasn't meeting his duties and responsibilities as a firefighter. Any ambiguity regarding the consequences of a failed drug test is put to rest by a letter to Mr. Garside penned the same day by the former Fire Chief which stated in relevant part: "should you be found abusing drugs in the future, or in violation of any drug laws, your termination will be immediate."

Even if the former Chief had not penned that unambiguous letter to Mr. Garside, the current Fire Chief was on firm ground concluding that the positive drug test result shows that Mr. Garside was not meeting his duties and responsibilities of a firefighter. At a moment's notice, firefighters are called upon to respond to life-threatening emergencies, by driving and operating large equipment and making split-second decisions in the most dangerous of situations. They are expected to perform these duties without impairment from such drugs as marijuana. Mr.

Garside's positive drug test, while on duty, showed that he failed to meet this important responsibility and the City was justified in its decision to terminate him. Further, the decision to terminate Mr. Garside is consistent with prior decisions by the City pertaining to similarly situated individuals.

For all of the above reasons, Mr. Garside's appeal under Docket No. D1-12-131 is hereby *dismissed*.

Civil Service Commission

Christopher C. Bowman
Chairman

By vote of the Civil Service Commission (Bowman, Chairman; Ittleman, Marquis, McDowell and Stein, Commissioners) on January 24, 2013.

A True Record. Attest:

Commissioner

Either party may file a motion for reconsideration within ten days of the receipt of this Commission order or decision. Under the pertinent provisions of the Code of Mass. Regulations, 801 CMR 1.01(7)(l), the motion must identify a clerical or mechanical error in this order or decision or a significant factor the Agency or the Presiding Officer may have overlooked in deciding the case. A motion for reconsideration does not toll the statutorily prescribed thirty-day time limit for seeking judicial review of this Commission order or decision.

Under the provisions of G.L. c. 31, § 44, any party aggrieved by this Commission order or decision may initiate proceedings for judicial review under G.L. c. 30A, § 14 in the superior court within thirty (30) days after receipt of this order or decision. Commencement of such proceeding shall not, unless specifically ordered by the court, operate as a stay of this Commission order or decision.

Notice to:

John F. Francoueur, Esq. (for Appellant)

Gary P. Howayeck, Esq. (for Respondent)